

139 029

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ASSIGNMENT

DOCUMENTARY
SURCHARGE
PAID \$3.00

The Delaware Solid Waste Authority, an instrumentality of the State of Delaware (the "Solid Waste Authority"), in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid to the Solid Waste Authority and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, set over and transfer to Crouse Recovery of Delaware, Inc., a Delaware corporation ("CRD"), its successors and assigns, all of its rights, title and interest in, to and under that certain Easement Agreement dated as of September 26th, 1986 and that Memorandum Agreement of same date referred to in Section 2 of said Easement Agreement, by and between the Solid Waste Authority and the Delaware River and Bay Authority, an bi-state agency established by Compact between the states of New Jersey and Delaware (the Easement Agreement and Memorandum Agreement are collectively referred to herein as "Easement Agreement").

In consideration of the transfer by the Solid Waste Authority of all of its rights under the Easement Agreement, CRD hereby agrees to assume and exercise all of its rights and to assume and be responsible for all of the duties and obligations of the Solid Waste Authority under the Easement Agreement, including, without limitation, the duty to maintain and restore the "Easement Area" (as defined in the Easement Agreement) under Section 5 of the

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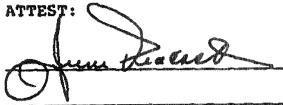
Easement Agreement, the obligation to maintain the insurance required by Section 6 of the Easement Agreement, and the duty to indemnify the River and Bay Authority as required by Section 7 of the Easement Agreement.

CRD hereby agrees to indemnify and hold the Solid Waste Authority harmless against any and all losses, damages, costs, expenses, claims and liabilities arising out or resulting from the Solid Waste Authority entering into the Easement Agreement. The Solid Waste Authority shall be named as an additional insured under all policies of insurance required to be maintained under Section 6 of the Easement Agreement and Paragraph 3 of the Memorandum Agreement. At a minimum the amount of comprehensive liability insurance required to be obtained and maintained for the benefit of the Solid Waste Authority shall be \$1,000,000.

The failure of CRD, its successors and assigns, to comply with any of the terms and conditions of this assignment shall result in a revocation of the assignment, in which case all use of the subject easement by CRD, its successor and assigns, shall cease.

IN WITNESS WHEREOF, the Solid Waste Authority and CRD have executed this Assignment the year and date first above written.

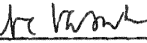
ATTEST:



Title

THE DELAWARE SOLID WASTE AUTHORITY

BY:


General Manager

Title

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CROUSE ROBERTSON OF DELAWARE, INC.

[Signature]
Title

[Signature]
BY: VICE PRESIDENT
Title

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CONSENT TO ASSIGNMENT

The Delaware River and Bay Authority, a bi-state agency established by Compact between the states of New Jersey and Delaware (the "Bay Authority") pursuant to Section 4 of that certain Easement Agreement dated September ____, 1986 (the "Easement Agreement"), by and between the Bay Authority and the Delaware Solid Waste Authority, an instrumentality of the State of Delaware (the "Solid Waste Authority"), does hereby consent to the foregoing assignment, subject to the terms and conditions of the assignment, by the Solid Waste Authority of all its right, title and interest under the Easement Agreement and the Memorandum Agreement referred to in Section 2 of said Easement Agreement to Crouse Recovery of Delaware, Inc., a Delaware corporation, without waiving its rights with respect to said Solid Waste Authority under Paragraph 7 of said Easement Agreement.

THE DELAWARE RIVER AND BAY AUTHORITY

By: William J. Kelly

Title: Executive Director

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STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 3rd day of October, 1986, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, James L. Campbell, the Vice President of Delaware Valley known to me to be such and he acknowledged this Agreement to be the act and deed of said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Clifford H. Kember
Notary Public

STATE OF DELAWARE)
KENT) SS.
NEWCASTLE COUNTY)

BE IT REMEMBERED that on this 24th day of September, 1986, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, N. C. Vasuki, the General Manager of State Authority known to me to be such and acknowledged this Agreement to be the act and deed of said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

James L. Campbell
Notary Public

REC'D FOR RECORD OCT 7 1986 8:51 AM J. DUGAN, Jr. Recorder